

EXHIBIT E
MAINTENANCE PLAN

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I) INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) at Mojave National Preserve (hereinafter referred to as the “Preserve”) will serve as a supplement to the Concession Contract No. CC-MOJA001-07 (hereinafter referred to as the “Contract”). It describes maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within the Preserve, which are assigned to the Concessioner for the purposes required and authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Service. Revisions will be consistent with the main body of the contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

II) GENERAL STANDARDS FOR CONCESSIONER FACILITIES

The Concessioner is required by the terms of the Contract to maintain the facilities used in a manner that is acceptable to the Service. It is the purpose of this Maintenance Plan to help define the necessary standards and to define the maintenance relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this document.

III) DEFINITIONS

In addition to all the defined terms contained in the Contract and its other exhibits, the following definitions apply to this Maintenance Plan.

- (1) **Assigned Areas.** Lands within the Mojave National Preserve, as defined by Land Assignment/Concessioner Facilities Maps in Exhibit C to the Contract. These lands contain improvements and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these facilities. Any approved change in land use resulting from building modification or other activity is regarded as causing an immediate corresponding change in the land assignment.
- (2) **Environmental Purchasing.** Affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration in 29 CFR 1910.120.
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical, or hazardous material.
- (7) **Hazardous Waste.** The definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.

- (8) **Interior.** The area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, furnishings, appurtenances, improvements and utility systems which penetrate the walls, roof, or foundation.
- (9) **Maintenance.** The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair by state licensed individuals (when needed), rehabilitation of designated areas, facilities, infrastructure, equipment and their component parts -- up to and including replacement if necessary --to provide a safe, sanitary and aesthetically pleasing environment for Preserve visitors and employees.
- (10) **Cyclic Maintenance.** Work activities that reoccur on a periodic cycle of greater than one year but less than seven years.
- (11) **Preventative Maintenance.** Planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
- (12) **Repair.** The act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
- (13) **Personal Property.** All property which is not permanently attached to the real property structure. There are two types of personal property Government and Concessioner owned personal property. Government owned personal property will be identified in Exhibit D of the Contract.
- (14) **Pollution Prevention.** "Source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (15) **Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (16) **Universal Waste.** Refer to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (17) **Solid Waste.** Discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. In a horse stable operation, this would also include manure. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.
- (18) **Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

IV) CONCESSIONER RESPONSIBILITIES

A) General

- (1) **Land Assignment.** The Concessioner is responsible for all cyclic, preventative, and routine maintenance and repair of all personal property as shown in Exhibit C and D, except as noted in Section V under "Service Responsibilities." The Concessioner will correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines and all for the condition of all personal property.

The Concessioner will be responsible for daily cleaning of the picnic table area and the office upstairs.

- (a) Lands within the Preserve, as defined by the Land Assignment Maps in Exhibit C to the Contract, are the responsibility of the Concessioner. These lands contain improvements and support facilities, used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the condition of these facilities.
 - (b) Any Service approved change resulting from changes to land use within the Concessioner's land assignment will result in a corresponding change in the Land Assignment Maps.
- (2) *Responsibilities.* The Concessioner will be responsible for cyclic and preventative maintenance and repairs to all personal property as defined by Section 8(c) of the Contract used by the Concessioner within the areas assigned to the Concessioner for the purposes of the Contract. The Concessioner will correct any deficiencies and complete this work within **30 days** notification for non-life/health safety issues and immediately for life/health safety issues, to achieve the basic goals described in the most current Concession Management Guidelines.
- (3) *Environmental Management.* The Concessioner will conduct routine maintenance activities and seek ways to develop quality facilities and services. The Concessioner will encourage companies and businesses with which it does business to provide cleaner technologies and safer alternatives to toxic and hazardous materials, and to develop innovative technology.
- (a) Energy and Water Conservation. The Concessioner will incorporate energy and water efficiency in all maintenance practices and integrate energy and water conserving measures whenever feasible. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.
 - (b) Energy Star. New equipment shall be ENERGY STAR® labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards (FEMP).
 - (c) Pollution Prevention and Waste Reduction. The Concessioner will incorporate utilizing maintenance practices that prevent pollution and employ waste reduction strategies.
 - (d) Equipment and Materials. The Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.
- (4) *Environmental Purchasing.*
- (a) Where feasible and available, the Concessioner will utilize products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and/or use other materials that have additional environmentally preferable attributes.
 - (b) Reusable and recyclable products are preferred over "throwaways."

B) Inspections and Reports

- (1) *Inspections.* The Service reserves the right to conduct an inspection and review of the assigned Concession facilities to determine what maintenance is needed, and if the facilities comply with applicable federal and state laws, regulations, guidelines, rules, codes and policies. Based upon the identified needs resulting from the inspection, the Service and the

Concessioner will develop a timeline to cure the deficiencies. The Superintendent or his/her designated representatives will have access to all concession facilities to conduct evaluations and other required inspections.

- (2) *Personal Property Replacement Plan.* The Concessioner will provide the Service with its planned personal property replacement schedule for the next calendar year by **November 1** of each year of the Contract. The plan will include the estimate date of the replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at the time of replacement.

C) Facility Maintenance

- (1) *Access to Concession Facilities.* The Superintendent and/or his designated representative will have access to all Concession Facilities within the Preserve at any time and without prior notice to conduct evaluations and other required inspections.
- (2) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by Applicable Laws/Codes.
- (3) *Specifications.* Repairs or replacements will be done in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines and are subject to Service approval.
- (4) *Reports.* Within **thirty (30) days** after any repair and maintenance work has been done, the Concessioner shall submit a written report to the Service. This report shall include a description of the work accomplished and the work methods used.
- (5) *Building Codes.* The Concessioner will comply with all applicable federal, state, and local codes, including, but not limited to, the National Fire Protection Association's (NFPA) and applicable OSHA standards.
- (6) *Repairs and Modification.* All repairs and modifications necessary and approved by the Superintendent shall meet the National Standards Plumbing Code, the Uniform Building Code and the National Electrical Code at a minimum.
- (7) *Interior Surfaces.* Routine maintenance shall be performed on a regular and recurring basis that will assure that all varnished, painted and metal surfaces are maintained in a clean and non-deteriorating condition.
- (8) *Cleaning Products.* The Service must approve all cleaning products used by the Concessioner.
- (9) *Appurtenances.* The Concessioner shall maintain all appurtenances in such condition as to assure that they will last and function as they were designed for the normal life as is expected for such equipment. Replacement of any broken or worn out kitchen equipment (microwaves, blenders, etc.) or the cash register shall be at the expense of the Concessioner.
- (10) *Cleaning.* Daily housekeeping (flooring, window frames, windows, rafters, wallpaper, paint, etc.) will be the responsibility of the Concessioner. All assigned areas will be well maintained and cleaned. The area will be kept free of clutter and debris at all times.
- (11) *Safety and Health.* The Concessioner will provide and maintain safety devices, in accordance with applicable codes, including but not limited to, fall protection, fire detection, suppression equipment, etc. and all equipment necessary for the protection of the employees and the public, as well as Concessioner-owned and government-assigned improvements by complying with all applicable codes. It shall be the responsibility of the Concessioner to maintain housekeeping standards at such level to provide safe living conditions, to see that various electrical circuits are not overloaded, that all circuits are properly fused and that wire sized of extension cords, etc. are of the proper size for the load.

- (12) *Safety and Fire.* Structural fire inspections will be completed at no cost to the Concessioner by the Preserve's Fire Management Officer. These inspections must be completed bi-annually to ensure compliance with the National Fire Protection Code. The Preserve's Fire Management Officer can be reached at (760) 252-6132.
- (13) *Damage to Concession Facilities or Utilities.* The Concessioner will be responsible for repairing, or paying for the repairs, of any damage caused to any assigned structure or utility due to negligence on the part of a Concession employee or supplier. Any such damage shall be reported to the Chief of Facility Management at (760) 252-6152 prior to any work being done.
- (14) *Independent Inspections.* All independent inspection fees will be borne by the Concessioner.
- (15) *Furniture and Removable Equipment.*
 - (a) The Superintendent reserves the right to require the Concessioner to replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety or environmental issue.
 - (b) All furniture, fixtures, and equipment including but not limited to dishwashers, refrigerators, ice machines, freezers, and serving tables, will be maintained according to food industry standards for public use and be free of defects.
 - (c) All furniture and equipment not being used shall be clean, well maintained, and stored in an uncluttered manner.

D) Utilities

The Concessioner is responsible for contracting with independent suppliers to provide propane. The Concessioner is responsible for direct payment to this supplier.

The Concessioner will repair, replace, or pay for any utility system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence by the Concessioner's agents, and/or its employees while working or operating equipment.

- (1) *Electrical*
 - (a) The Concessioner will contract with the Preserve for electrical services. The Preserve will bill the Concessioner at established utility rates.
 - (b) The Concessioner shall maintain all fixtures (lamps, cords and equipment) affixed to the secondary electrical lines.
 - (c) The Preserve will bill the Concessioner to recoup costs for repairing or replacing any electrical system damage, which results from negligence of the Concessioner and/or its employees while working or operating Concessioner's equipment.
- (2) *Water*
 - (a) The Concessioner will contract with the Preserve for water and sewer service. The Preserve will bill the Concessioner at established utility rates.
 - (b) The Preserve will bill the Concessioner to recoup costs for repairing or replacing any damage to the water system which results from negligence of the Concessioner and/or its employees while working or operating Concession equipment.
 - (c) The Concessioner shall also maintain all fixtures attached to the water system within all concession facilities and comply with cross connection/backflow requirements. Alterations, additions, or extensions to the water system owned by the Service are not permitted without prior written approval from the Superintendent or his/her representative.

- (d) If a water main is tapped, broken or needs to be accessed, the Concessioner shall immediately contact the Federal Interagency Communications Center Dispatch Office at (909) 383-5652 and the Chief of Facility Management at (760) 252-6152.

(3) *Sewer*

- (a) The Concessioner is responsible for immediately reporting sewage spills and plugged sewer lines to the Federal Interagency Communications Center Dispatch Office at (909) 383-5652 and the Chief of Facility Management at (760) 252-6152.
- (b) The Concessioner shall exercise due diligence in the handling and disposal of grease as necessary to assure that grease does not flow into wastewater systems. The Preserve will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.

(4) *Telephone*

- (a) The Concessioner is authorized to install a temporary satellite dish for phone and internet service, at its own expense. The Concessioner shall submit a proposal for approval, to the Superintendent, on the exact location of the satellite dish prior to installation. The location of the satellite dish will be limited to areas where there is minimal visual impact.
- (b) The Concessioner will be responsible for maintaining the satellite dish in an appropriate manner and will be required to remove the satellite dish when the local phone company or the Service is able to provide phone service to the Kelso Train Depot.

E) Signs

- (1) There is currently a historic neon "Lunch Room" sign located on the exterior of the building.
- (2) No additional exterior signs shall be permitted.
- (3) The Concessioner will install, maintain, and replace all interior signs relating to its operations and services within its assigned facilities which relate specifically to concession operations. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities.
- (4) The Concessioner shall ensure its signs are compatible with Service sign standards, see Director's Order 52C, Park Signage, found at <http://www.nps.gov/policy/DOrders/52Cfinal.pdf>. Sign size, style, color and location shall be submitted for approval by the Preserve prior to installation. The Preserve will provide direction and assistance to the Concessioner during the design and installation of approved signage.
- (5) No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.
- (6) The Preserve may install, maintain and replace regulatory signs within areas assigned to the Concessioner.
- (7) The Preserve will maintain all road or directional signs relating to the Concession operation.
- (8) *Hazardous Substance Management*
 - (a) The Concessioner will implement hazardous chemical reduction strategies to minimize use of hazardous chemicals in their operation. Hazardous chemicals will be stored and handled in accordance with Applicable Laws including, without limitation, Occupational Safety and Health Administration (OSHA) requirements (e.g., 29 CFR 1910 and 1926) and NFPA codes (e.g., NFPA 30, NFPA 30A, and NFPA 302). Storage areas will be

maintained in an orderly manner. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.

- (b) Where technically feasible and appropriate, flammable or combustible material will only be stored inside a building in a flammable storage cabinet, inside storage room or building as defined in NFPA 30.
- (c) Secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak to the environment. Locations with reasonable potential for discharge include, but are not limited, to outside storage areas and interior storage areas in the proximity of doorways or floor drains.

(9) *Hazardous, Universal, and Miscellaneous Maintenance Waste Management*

- (a) The Concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from Concessioner operations.
- (b) Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries, mercury containing thermostats and waste pesticides will be managed in accordance with the United States Environmental Protection Agency (US EPA) Universal Waste Rule 40 CFR 273 and associated state and local requirements.
- (c) Lead-acid batteries and used oil will be managed in accordance with 40 CFR 266 and 279, respectively.
- (d) The Concessioner will maintain health and safety standards, as outlined by OSHA, when conducting maintenance and/or rehabilitation of buildings and/or areas that may contain asbestos, polychlorinated biphenyls (PCBs) and lead-based paint materials.
- (e) In addition to the requirements stated above, hazardous wastes, universal wastes and miscellaneous maintenance wastes including, but not limited to alkaline batteries and used antifreeze, will be recycled if economically and technically feasible and appropriate.

(10) *Solid Waste Management*

- (a) The Concessioner shall provide an effective system for the collection and disposal of all litter and garbage within its assigned areas.
- (b) The Concessioner will keep all assigned areas, including the picnic area, free of litter, debris, garbage, and abandoned equipment, vehicles, furniture or fixtures.
- (c) The Concessioner will contract with the Preserve for garbage pickup. The Preserve provided dumpsters must be used for all exterior garbage collection.
- (d) Once implemented, the Concessioner will be required to participate in the Preserve's recycling program. Products to be recycled will include, but are not limited to: plastics, aluminum, glass, used oil, antifreeze, and batteries.
- (e) Broken or unused electronic equipment such as computers, computer monitors, and televisions will be managed and disposed in accordance with Applicable Laws. This equipment will be reused or recycled where economically and technically feasible and appropriate.

F) Pest Management

(1) *Integrated Pest Management*

- (a) The control of pests by chemicals and other means is subject to Preserve approval. The Service and the Concessioner will agree to an Integrated Pest Management Program that will define the nature and frequency of treatment, approved chemical lists, etc. The

application of any herbicide, pesticide, or the engagement of any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with Preserve policies, whether applied by the Concessioner or any contractor.

- (b) The Concessioner's use of chemicals, pesticides, herbicides and toxic materials and substances shall be in accordance with the Preserve's Integrated Pest Management program and must be pre-approved by the Preserve.
- (c) The Service will provide guidance on best management practices to prevent infestation by exotic species, and on control of infestations of exotic species. The Concessioner will review specific issues with the Service's integrated pest management coordinator.
- (d) All pesticides will be stored and handle in accordance with pesticide label instructions, OSHA regulations, and US EPA requirements and guidelines contained in 40 CFR 165. Pesticides will be stored in cabinets or other areas separate from other hazardous substances in accordance Service guidelines.

G) Vehicles

- (1) All vehicle equipment used by the Concessioner in the operations of the Beanery will be duly licensed and safety-inspected as required by the State of California.
- (2) All vehicle equipment used by the Concessioner in the operations of the Beanery shall be kept clean and in good repair.

V) SERVICE RESPONSIBILITIES

During the execution of any of the Service's responsibilities indicated below, should the Service disrupt lands within the Concessioner's assigned lands, the Service shall provide mitigative signing, barriers, and revegetative efforts as needed. The Service will assist the Concessioner in its maintenance program by executing the following responsibilities.

A) Facility Maintenance

- (1) All major repairs and replacement of Capital Improvements will be undertaken by the Service.
- (2) All cyclic and preventive maintenance having to do with the Conession Facilities will be undertaken by the Service.
- (3) The Service will replace or conduct emergency repairs on all government owned personal property at no charge to the Concessioner unless the repairs are a result of the Concessioners negligence.
- (4) The Service will charge the Concessioner for all repairs to the facility resulting from Concessioner negligence.

B) Utilities

- (1) *General.* The Service will repair or replace any damage occurring to utility systems assigned to the Concessioner within its land assignment that is due to the negligence of the Service and/or its employees.
- (2) *Electrical.* The Service shall provide electrical service to concession facilities at Kelso Train Depot. The Concessioner will be billed at established utility rates.
- (3) *Water*
 - (a) The Service shall supply potable water to all concession facilities to the extent possible using existing water systems. The Concessioner will be billed at established utility rates.

- (b) The Service will maintain all fixtures attached to the water system within all concession facilities.
 - (c) Once installed, the Service will be responsible for maintaining the water supply system to the Preserve's water meter on the line providing service to the Concessioner.
 - (d) The Service will furnish water service, connections, meters and shut-off valves on the distribution side of the water meter. The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of the Service's responsibility.
- (4) *Sewer*
- (a) The Service will repair and maintain all sewage lines, connections, disposal systems, and appurtenances at Kelso Train Depot.
 - (b) The Service will maintain, repair and replace fixtures attached to the sewage disposal system.

C) Signs

- (1) Unless otherwise specified herein, the Service is responsible for constructing, obtaining, installing, and maintaining all regulatory, traffic control, safety, operational, directional, or informational signs that serve the interest of the Government or that affect the safety and well-being of the visitor or the area. Examples include information signs along roadways, directional signs along Preserve trails, and interpretive signing. All roadway and parking signs are the responsibility of the Service.
- (2) The Service will provide direction and assistance to the Concessioner as the latter designs and installs interior signage that is the Concessioner's responsibility.
- (3) Informational exhibits will be reviewed by the Chief of Interpretation and approved by the Superintendent prior to their installations.

D) Roads, Parking Lots and Public Areas

- (1) The Service will maintain all roads and parking areas that are Government-owned, as shown on the land assignment maps (see Exhibit C to the Contract).
- (2) The Service will provide, maintain, repair and replace picnic tables in the Kelso Depot parking lot.

Approved, effective _____, 2007

By _____
Dennis Schramm
Superintendent, Mojave National Preserve